

**FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.
AFFINITY AGREEMENT**

This Agreement is entered into as of this 24th day of August, 1998 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC. on behalf of the FLORIDA INTERNATIONAL UNIVERSITY ALUMNI ASSOCIATION, a Florida corporation, having its principal place of business in Miami, Florida (hereinafter referred to as "FIUAA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means alumni and other non-student members of FIUAA ("Non-Student Members"), student members of FIUAA ("Student Members"), plus other participants designed as either Student Members or Non-Student Members as mutually agreed to by FIUAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by FIUAA during the term of this Agreement.
- ~~(j) "FIUAA Affiliate" means any entity controlling, controlled by or under the common control with FIUAA.~~

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(k) "Group Incentive Program " or "GIP" means any marketing or other program whereby FIUAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(l) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which FIUAA complies with the GIP provisions of this Agreement.

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2: RIGHTS AND RESPONSIBILITIES OF FIUAA

not

- (a) FIUAA agrees that during the term of this Agreement it will ~~endorse~~ ^{not} the Program exclusively and that ~~neither FIUAA nor any FIUAA Affiliate~~ shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available ^{or allow others to sell, rent or otherwise make available any of its mailing lists or} ~~information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America.~~ ^{except as*} FIUAA agrees that during the term of this Agreement ~~neither FIUAA nor any other entity~~ will ^{not} sponsor, advertise, or market any Financial Service Products of any entity other than MBNA America on the campus of Florida International University. Notwithstanding anything else in this Agreement to the contrary, FIUAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by FIUAA of said financial institution or the advertised Financial Service Product. Furthermore, nothing contained in this Agreement shall prevent Florida International University from contracting with any entity for Financial Service Products and from licensing its logos & Trademark in connection thereto.
- (b) FIUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

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- (c) FIUAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.

^{or otherwise make reference to FIUAA}

- (d) FIUAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain FIUAA's Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due FIUAA. ~~In the event such costs exceed Royalties then due FIUAA, FIUAA shall promptly reimburse MBNA America for all such costs.~~

- (e) Upon the request of MBNA America, FIUAA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by FIUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due FIUAA. FIUAA shall provide the initial Mailing List, containing ~~at least one hundred ten thousand (110,000)~~ ^{add mailing list} non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers, as soon as possible but no later than thirty (30) days after FIUAA's execution of this Agreement.

*required by law or policy of the Florida Board of Regents

(f) FIUAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to FIUAA.

Notwithstanding the above, FIUAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to FIUAA. Any correspondence received by FIUAA that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) FIUAA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. FIUAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after FIUAA's execution of this Agreement. Nothing stated in this Agreement prohibits FIUAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of FIUAA.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of FIUAA.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of FIUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by FIUAA.

4. GROUP INCENTIVE PROGRAM

- (a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by FIUAA pursuant to any GIP. In that regard, FIUAA shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle FIUAA to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by FIUAA for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.
- (c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by FIUAA pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of FIUAA pursuant to any GIP shall be deducted from any or all Royalty payments due FIUAA under this Agreement.
- (e) FIUAA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

5. REPRESENTATIONS AND WARRANTIES

- (a) FIUAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) FIUAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. FIUAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

6. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to FIUAA. Royalties will not be paid without a completed Schedule C. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide FIUAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the number of retail purchase transactions (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make ^{reasonable} periodic adjustments to the Program and its terms and features. ~~after giving*~~

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and FIUAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority. FIUAA shall also be permitted to disclose such information to Florida International University.

~~*written notice to FIUAA of same. Significant changes to the Program are subject to FIUAA's prior written approval.~~

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9. TERM OF AGREEMENT

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The initial term of this Agreement will begin on the Effective Date and end on August 31, 2003. **PLEASE**
This Agreement ~~will automatically extend at the end of the initial term or any renewal term for~~
~~successive two-year periods, unless either party gives written notice of its intention not to renew~~
~~at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date~~
~~of such term or renewal term, as applicable.~~ *extended at the end of the initial period
upon the mutual written agreement of the parties. **INITIAL**

10. STATE LAW GOVERNING AGREEMENT

~~This Agreement shall be governed by and subject to the laws of the State of Delaware (without~~
~~regard to its conflict of laws principles) and shall be deemed for all purposes to be made and~~
~~fully performed in Delaware.~~ **PLEASE**

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or FIUAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.


(b) If either MBNA America or FIUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and ^{consider} ~~approval of~~ any notice in connection with, relating or referring to the termination of this Agreement to be communicated by FIUAA to the Members. ~~*Such approval shall not be unreasonably withheld.~~ Upon termination of this Agreement, FIUAA shall not attempt to cause the removal of FIUAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement. **PLEASE**

* FIUAA shall not willfully provide any untruthful statements regarding MBNA America or the program. **INITIAL**

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, FIUAA agrees that ~~neither FIUAA nor any FIUAA Affiliate shall, by itself or in conjunction, not~~ with others, directly or indirectly, specifically target any offer of a credit or charge card or credit **PLEASE** or charge card related product to persons who were Customers. Notwithstanding the foregoing, FIUAA may, after termination of this Agreement, offer persons who were Customers the  **INITIAL** opportunity to participate in another credit or charge card program endorsed by the FIUAA provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 5(b), 8, 11(c), 11(d) and 11(f) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

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(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to FIUAA:

Florida International University Alumni Association
Office of Alumni Affairs
University Park, Building ~~PC225~~ GC 242
Miami, Florida 33199

ATTENTION: Mr. Ed Hondal
Director, Office of Alumni Affairs

Fax #: 305-348-3595

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19713

ATTENTION: John R. Cochran,
Business Development

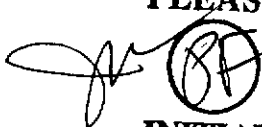
Fax #: 302-453-2031

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and FIUAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than FIUAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

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(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

FLORIDA INTERNATIONAL
UNIVERSITY FOUNDATION, INC.
on behalf of the FLORIDA
INTERNATIONAL UNIVERSITY
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Patricia Frost (32)

By: John C. Richmond

Name: Patricia Frost

Name: John C. Richmond

Title: Chairperson

Title: Siz. Exec. V.A.

Date: _____

Date: 12/10/98

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionSM (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee.
2. The current annual percentage rate is 14.99%.

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SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is no annual fee.
2. The current annual percentage rate will be a variable rate of prime plus 8.4% for *Platinum Plus* accounts for Alumni and Non-Student Members. The annual percentage rate will be a fixed rate of 19.9%, or a variable rate of prime plus 8.9% for Gold and Preferred accounts for Alumni and Non-Student Members. The current annual percentage rate for Student Members will be a fixed rate of 19.9%, or a variable rate of prime plus 9.9%. The prime rate will be the highest U.S. prime rate as and published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay FIUAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for FIUAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$0.15 (fifteen cents) for each retail purchase transaction made by a Customer using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

E. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 (ten dollars) for each Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

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F. ROYALTY ADVANCE

1. Upon full execution of this Agreement, MBNA America shall pay to FIUAA the sum of two million five hundred fifty thousand dollars (\$2,550,000) and upon each annual anniversary of the Effective Date during the initial term of this Agreement, MBNA America shall pay to FIUAA the sum of fifty thousand dollars (\$50,000), (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to FIUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to FIUAA as set forth in this Agreement. Notwithstanding the foregoing, FIUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

(i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;

(ii) FIUAA breaches any of its obligations under this Agreement;

(iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve-month period during the term of the Agreement.

(vi) FIUAA or any other entity sponsors, advertises, or markets any Financial Service Products of any entity other than MBNA America on the campus of Florida International University.

2. FIUAA intends to use fifty thousand dollars (\$50,000) of each Advance to support the Florida International University football program.

G. ROYALTY GUARANTEE

FIUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than two million seven hundred fifty thousand dollars (\$2,750,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions ~~set forth below~~. If on the last day of the full initial term of this Agreement FIUAA has not accrued the Guarantee Amount in Royalties, FIUAA may retain the Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1., above.

of this paragraph.

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INSURANCE PRODUCTS ADDENDUM

THIS ADDENDUM (the "Agreement") is entered into this 26 day of February, 1998 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. ("MBNA America"), and FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC., acting individually and for and on behalf of the Florida International University Alumni Association ("FIUAA"), for themselves, and their respective successors and assigns, agree as follows:

1. FIUAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Affinity Agreement, are parties to an Amended and Restated Agreement, last dated May 25, 1995, (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of FIUAA.
2. MBNA America may offer auto insurance products (the "Insurance Products") to the members of FIUAA and/or other potential participants mutually agreed to by FIUAA and MBNA America (the "Members"). MBNA America shall select those programs and services of the Insurance Products MBNA America agrees to make available pursuant to this Agreement from time to time (the "Insurance Program"). MBNA America reserves the right to make periodic adjustments to the Insurance Program and its terms and features.
3. FIUAA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Insurance Program. MBNA America shall design all advertising, solicitation and promotional materials with regard to the Insurance Program. FIUAA shall not design or produce any materials concerning or related to the Insurance Program. MBNA America shall bear all costs of producing and mailing materials for the Insurance Program.
4. Upon the request of MBNA America and in consideration of the compensation set forth in Section 8, FIUAA shall provide MBNA America with an updated and current mailing list that contains the names, postal addresses and phone numbers of Members in a format designated by MBNA America and segmented by zip code or other reasonably selected membership characteristics (each, a "Mailing List") for the Insurance Program. The initial Mailing List shall contain at least thirty five thousand (35,000) names with corresponding postal addresses and, when available, telephone numbers. MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom Insurance Program material will not be sent, provided that this clause shall not be construed to permit discrimination prohibited by federal or state law. Each Mailing List is and shall remain the sole property of FIUAA. However, MBNA America may maintain separately all information which it obtains as a result of a policy relationship or an application for a policy relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement and/or the Affinity Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by FIUAA.
5. FIUAA hereby grants MBNA America and its affiliates a limited, non-exclusive license to use (solely in conjunction with the Insurance Program, including the promotion thereof) any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by FIUAA during the term of this Agreement (each, a "Trademark"). This license shall be transferred upon assignment of this Agreement and/or the Affinity Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. FIUAA shall have the right of prior approval of all Insurance Program advertising and solicitation materials to be used by MBNA America, which contain FIUAA's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in this Agreement prohibits FIUAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Insurance Products.

6. FIUAA agrees that during the term of this Agreement: (i) it will not license to any entity (other than MBNA America) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Insurance Products; and (ii) it will not sell, rent or otherwise make available to any entity (other than MBNA America) or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Insurance Products.
7. FIUAA shall only provide information to or otherwise communicate about the Insurance Program with MBNA America's prior written approval. Any correspondence received by FIUAA that is intended for MBNA America (e.g., applications, payments, inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.
8. During the term of this Agreement, MBNA America shall pay quarterly compensation to FIUAA as follows:
- (a) \$3.00 for each Automobile Insurance Policy Initial Information Package mailed by MBNA America to a Member. An "Initial Information Package" is the first complete package of informational materials provided by MBNA America in response to a request by a Member who is responding to a contact made under the Insurance Program.
 - (b) \$5.00 for each Automobile Insurance Policy Renewal Package mailed by MBNA America to an Automobile Insurance Policyholder. A "Renewal Package" is the renewal informational materials provided by MBNA America to an insurance customer under the Insurance Program and which is mailed on or about the anniversary of the initial issuance of the policy.
9. MBNA America's payments to FIUAA (i) are not based upon MBNA America's success in offering any policy to any person or in having any person renew any policy; and (ii) shall not affect any other compensation contained in the Affinity Agreement, and the compensation referenced in the Affinity Agreement shall not apply to Insurance Products. All payments due under this Agreement are subject to adjustment by MBNA America for any prior overpayment by MBNA America. Payment of compensation then due shall be made approximately forty-five (45) days after the end of each calendar quarter.
10. The terms of this Agreement, any Insurance Program proposal, financial information and proprietary information related to the Insurance Program that is provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and FIUAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.
11. In the event of any material breach of this Agreement by MBNA America or FIUAA, the other party may terminate this Agreement (but not the Affinity Agreement) by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period. Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

12. Upon termination of this Agreement, (i) MBNA America shall, in a manner consistent with this Section, cease to use the Trademarks; (ii) FIUAA shall not attempt to cause the removal of FIUAA's identification or Trademarks from the records of any insurance customer existing as of the effective date of termination of this Agreement; (iii) MBNA America shall not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement; (iv) MBNA America may conclude all solicitations and/or transactions that are required by law; (v) the obligations in Sections 10, 12 and 14 of this Agreement shall survive. MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by FIUAA to the Members. Such approval shall not be unreasonably withheld.

13. FIUAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

- (a) It is duly organized, validly existing and in good standing.
- (b) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (c) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- (d) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
- (e) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

14. FIUAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by FIUAA or MBNA America, respectively as the case may be, or its directors, officers or employees. FIUAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

15. This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto. The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights. If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement contains the entire agreement of the parties with respect to the Insurance Program and supersedes all prior promises and agreements, written or oral, with respect to the Insurance Program. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

17. MBNA America and FIUAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than FIUAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

18. All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to FIUAA:

Florida International University Foundation Inc.,
(on behalf of the Florida ~~Atlantic~~ International University Alumni Association)
University Park Building PC225-~~International~~ **PLEASE**
Miami, FL 33199

ATTENTION: Mr. Ed Hondal,
Office of Alumni Affairs


INITIAL

(2) If to MBNA America:

MBNA America Bank, N.A.
1100 N. King Street
Wilmington, DE 19884

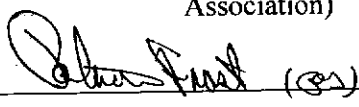
ATTENTION: Insurance Division Manager

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

19. Notwithstanding any other provision of the Affinity Agreement, the initial term of this Agreement will begin on the Effective Date and end on February 15, 2001. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days prior to the last date of such term or renewal term as applicable. The expiration or termination of the Affinity Agreement shall not terminate this Agreement. If either MBNA America or FIUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

Florida International University Foundation, Inc.,
(on behalf of the Florida International University Alumni
Association)

By:  (PS)

Name: Patricia Franz

Title: Chair, FIU Board

Date: 2-12

MBNA America Bank, N.A.

By: 

Name: Paul D. Gallagher

Title: Vice President

Date: 2-11-97

**AMENDMENT TO THE FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.,
AFFINITY AGREEMENT**

THIS FIRST AMENDMENT TO THE AFFINITY AGREEMENT (this "First Amendment") is entered into this 1st day of September, 2003 by and between the Florida International University Foundation, Inc. ("FIUF"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, FIUF and MBNA America are parties to an affinity agreement dated August 24, 1998, (the "Agreement"); and

WHEREAS, FIUF and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, FIUF and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this First Amendment. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on December 31, 2008. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

3. The Agreement is hereby amended by adding the following to the end of Section 1(d):

This definition shall not include (i) unsecured loans whose primary purpose is to consolidate Student Loans (as hereinafter defined) (*e.g.*, Egrad); (ii) credit cards or charge cards issued to employees, faculty and staff of FIUF to be used primarily for business purchases and business expenses, and (iii) the debit card program offered by the Florida International University Credit Union, provided such debit card program does not include a credit feature. "Student Loan" means an unsecured loan whose primary purpose was to fund tuition, room and board, fees, books, and other similar direct educational costs of students.

4. Section 1(e) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(e):

(e) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of: (i) Student Members; (ii) alumni of Florida International University; (iii) a member of Florida International University Alumni Association; (iv) faculty and staff of Florida State University; (v) season ticket holders to any Florida State University athletic team; (vi) and/or other potential participants mutually agreed to by FIUF and MBNA America each of whom are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics. Notwithstanding the foregoing, Mailing List shall not include: (x) any e-mail addresses of Student Members other than such Student Member's

Florida International University campus e-mail address; or (y) any information about persons who are police officers.

5. Section 1(f) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(f):

(f) "Member" means: a student of Florida International University ("Student Members"), alumni of Florida International University, a member of the Florida International University Alumni Association ("FIUAA"), faculty and staff of Florida International University, ticket holders of any Florida International University athletic team or athletic department and/or other potential participants mutually agreed to by FIUF and MBNA America ("Non-Student Members").

6. Section 1 of the Agreement is hereby amended by adding the following new subsections (m), (n), and (o):

(m) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.

(n) "Reward Enhancement" means the Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

(o) "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which FIUF complies with the GIP provisions of the Agreement.

7. The Agreement is hereby amended by adding the following to the end of Section 2(a):

This Agreement does not preclude the University Credit Union ("Credit Union") from offering Financial Service Products to Members provided that: (1) the Financial Service Products offered by the Credit Union and the advertisements and solicitations for such Financial Service Products do not utilize or bear a Trademark; and (2) FIUF shall not provide Mailing Lists to the Credit Union for the purpose of enabling the Credit Union to solicit Members for Financial Service Products.

8. Section 2(c) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 2(c):

(c) MBNA America is authorized to solicit the Members by mail, e-mail, direct promotion, Internet (e.g., banner advertisements and advertisements described in Section 2(h) below), advertisements and/or telephone for participation in the Program.

9. Section 2 of the Agreement is hereby amended by adding the following new subsections (h) and (i):

(h) MBNA America shall be allowed the opportunity to advertise the Program on prominent locations within Florida International's home page and Florida International's athletic home page. MBNA America may establish a "hot-link" from such advertisements to another Internet site to enable a person to apply for a Credit Card Account. FIUF shall modify or remove such advertisements from the Internet site within twenty-four (24) hours of MBNA America's request.

(i) E-MAIL SOLICITATIONS

(i) Upon the request of MBNA America, FIUF shall provide to MBNA America a list of e-mail addresses of its Members; provided, however, that FIUF shall not include in any such list the e-mail address of those Members who have expressly requested that FIUF not provide his/her personal information to third parties. FIUF or any entity affiliated with FIUF shall not prohibit or otherwise prevent MBNA America from conducting up to four (4) direct e-mail campaigns to the full updated e-mail list during each consecutive twelve month period during the term of the Agreement. More than four (4) direct e-mail campaigns to the full updated e-mail list during each consecutive twelve month period during the term of the Agreement may be conducted if mutually agreed to by FIUF and MBNA America.

(ii) If at any time the number of Member complaints received by FIUF concerning MBNA America's e-mail solicitation efforts is twenty-five (25) or more for that particular e-mail campaign, FIUF shall notify MBNA of that fact and FIUF may, at its option exercisable within ten days after providing MBNA America such notice, withdraw its approval of such e-mail solicitations and all such e-mail solicitations shall cease. The parties may mutually agree to cease ongoing e-mail solicitations at any time.

(iii) The parties agree to communicate as soon and as often as practicable to develop a plan and timeframe for the improvement and resumption of such e-mail marketing efforts. FIUF agrees to make best efforts to notify MBNA America of any emergent trends in Member complaints directed to FIUF concerning the Program e-mail efforts, so as to allow MBNA America a reasonable opportunity to rectify such issues to avert the occurrence of FIUF receiving twenty-five (25) or more complaints as set forth above.

10. Section 3 of the Agreement is hereby amended by adding the following new subsections (f) and (g):

(f) MBNA America shall notify FIUF of its scheduled marketing dates for the Program. The parties agree to cooperate with each other so that MBNA's solicitation for the Program does not conflict with FIUF's solicitation of its Members FIUF's annual fund drive.

(g) In conjunction with MBNA America's marketing of the Program, MBNA America (through its subsidiary MBNA Marketing Systems, Inc., or other affiliate, subsidiary or third party designated by MBNA America) will use commercially reasonable efforts to support FIUF educating its undergraduate Student Members about the risks and responsibilities associated with using a credit card as mutually agreed to by MBNA America and FIUF. Such education may include MBNA America providing supplemental educational materials with Student Credit Card Accounts, e.g., a credit education brochure (currently titled, *Good Credit, Great Future and Importance of Maintaining Solid Credit*) to those Customers who identify themselves as a student currently enrolled in the Florida International University and credit education and money-management seminars on the campus of Florida International University at such locations or events as mutually agreed upon by the parties.

11. The Agreement is hereby amended by adding the following at the end of Section 12(b): "The rights and obligations set forth in Section 13 of this Agreement (except MBNA America's obligation to provide FIUF with a Customer List) shall survive the termination of the Agreement."

12. The Agreement is hereby amended by adding the following new Section 13.

13. CUSTOMER LIST

(a) Each calendar quarter during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide FIUF with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to FIUF, and may restrict any use by FIUF of any Customer List or Customer Information which is provided by MBNA America to FIUF, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.

(b) FIUF shall return to MBNA America each Customer List, in the same form as received by FIUF within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, FIUF agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

(c) Any Customer List provided to FIUF may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to FIUF. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (i) that MBNA America placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);
- (ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. FIUF expressly acknowledges and agrees that FIUF has no property right or interest whatsoever in any Customer List. FIUF shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times FIUF shall keep in confidence and trust all Customer Lists. FIUF further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and FIUF specifically but not by way of limitation agrees that no

subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) FIUF shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. FIUF shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. FIUF agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to FIUF from time to time. FIUF shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of FIUF who need such access to perform their duties for FIUF. In view of the confidential nature of the Customer List, FIUF warrants that FIUF and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by FIUF or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (e.g., names, addresses, etc.) used in violation of this Section, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, FIUF agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by FIUF and/or its employees, volunteers, agents or representatives of this Section. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event FIUF receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, FIUF agrees to: (i) within two (2) business days of receipt of the request notify MBNA America of the request and provide MBNA America with a copy of such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates. MBNA America shall reimburse FIUF for all actual and reasonable costs incurred by FIUF in obtaining such order or other reliable assurance.

13. Effective September 1, 2003, Schedule B of the Agreement is amended by deleting Section A.3 and replacing this with the following new Section A.3.:

3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Non-Student Member Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

14. Effective September 1, 2003, Schedule B of the Agreement. is amended by adding the following new Section A.4.:

4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Member Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

15. Effective September 1, 2003, Schedule B, Section E of the Agreement is deleted in its entirety and replaced with the following new Section E:

B. GIP ACCOUNTS

\$30.00 (thirty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

16. The Agreement is hereby amended by adding the following new Sections D and E to Schedule A:

D. REWARD ENHANCEMENT

1. There is no annual fee.
2. The current annual percentage rate is 12.99%.
3. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by MBNA America from time to time, in its sole discretion.

E. BUSINESS CREDIT CARD ACCOUNTS

"BusinessCard Credit Card Account" means a business Credit Card Account (currently referred to as a Platinum Plus for Business account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., Platinum Plus for Business), in its sole discretion, from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Card Account program. MBNA America reserves the right to make special pricing offers for BusinessCard Credit Card Accounts to select FIUF Customers and/or Members at its own discretion.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 11.99%.

17. Schedule B of the Agreement is hereby amended by adding the following new Sections H and I:

H. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section H notwithstanding any other provision of this Agreement provided, however, that Reward Credit Card Account Royalties accrued hereunder will be treated as Royalties for purposes of Schedule B, Section F hereof.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (two tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).
4. \$30.00 (thirty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

I. BUSINESS CREDIT CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provisions contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts provided, however, that BusinessCard Credit Card Account Royalties accrued hereunder will be treated as Royalties for purposes of Schedule B., Section F hereof.

0.20% (two tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

18. Effective September 1, 2003, Section F of Schedule B of the Agreement is replaced in its entirety with the following:

F. ROYALTY ADVANCES

1. Within forty-five days after each of the full execution of this First Amendment and each of November 30, 2004, November 30, 2005, November 30, 2006, and November 30, 2007, MBNA America shall pay to FIUF the sum of Three Hundred Ten Thousand Dollars (\$310,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to FIUF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to FIUF as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to FIUF hereunder, and (y) FIUF hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to December 31, 2008;
- (ii) FIUF breaches any of its obligations under the Agreement and such breach is not cured within sixty (60) days following written notice thereof. FIUF agrees that MBNA America is not obligated to make any Advance(s) pursuant to this Section F.1 while FIUF is in breach of any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events including all athletics venues during each consecutive twelve month period during the term of the Agreement;
- (vi) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at the student center of Florida International University (currently known as the Graham Student Center) up to four (4) days per week during the fall and spring semesters for each consecutive twelve month period during the term of the Agreement; and
- (vii) FIUF, FIUAA, or Florida International University sponsors, advertises, promotes, or markets any Financial Service Products of any entity other than MBNA America.

2. If during any given year(s) during the term of this Agreement MBNA America recoups all prior Advances paid by it to FIUF in prior years, and pays FIUF Royalties accrued by FIUF over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid

Out Royalties”), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

19. Effective September 1, 2003, Section G of Schedule B of the Agreement is replaced in its entirety with the following:

G. ROYALTY GUARANTEE

FIUF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) (the “Guarantee Amount”) by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement FIUF has not accrued \$1,550,000 in Royalties, MBNA America will pay FIUF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by FIUF during the term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1., above.

20. Schedule B of the Agreement is hereby amended by adding the following new Section H:

H. ACCOUNT BONUS

Provided none of the conditions set forth in Section F.1. above occur, then within forty-five (45) days after each of December 31, 2004, December 31, 2005, December 31, 2006, December 31, 2007, and December 31, 2008, MBNA America will determine how many new Credit Card Accounts were opened during the previous calendar year, which remained opened for ninety (90) consecutive days (the “Previous Year's New Credit Card Accounts”). If the number of Previous Year's New Credit Card Accounts is two thousand five hundred (2,500) or more than MBNA America will pay to FIUF the sum of Fifty Thousand Dollars (\$50,000).

21. In addition to FIUF’s obligations under the Agreement to exclusively endorse the Program, FIUF agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

22. Except as amended by this First Amendment, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this First Amendment and the Agreement shall be governed by this First Amendment. This First Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this First Amendment, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America’s affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this First Amendment as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this First Amendment for and on behalf of such party.

FLORIDA INTERNATIONAL
UNIVERSITY FOUNDATION, INC.
(on behalf of its alumni association)

By:  MP

Name: PAUL D. GALLAGHER

Title: Exec. Vice President,
Business & Finance

Date: 1/12/04

MBNA AMERICA BANK, N.A.

By:  OK

Name: JAMES S. MURPHY

Title: CVP

Date: 2/3/04

**TERM EXTENSION ADDENDUM TO THE
FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 31st day of October, 2008, ("Addendum Effective Date") by and between Florida International University Foundation, Inc. on behalf of the Florida International University Alumni Association ("FIUF"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, FIUF and Bank are parties to an Affinity Agreement dated as of August 24, 1998, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain Mailing Lists provided to Bank by or on behalf of FIUF; and

WHEREAS, FIUF and Bank mutually desire to extend the term of the Agreement and to otherwise amend the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, FIUF and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on December 31, 2015. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definitions are hereby added to Section 1 of the Agreement as follows:

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

"Deposit Account" means a consumer deposit account opened pursuant to the Program.

"Deposits" means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with

debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

"Emerging Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

"Non-Student Member Credit Card Account" is a Credit Card Account opened through an application coded by BANK as a non-student application.

"Reward Account" means a Credit Card Account carrying a Reward Enhancement.

"Reward Enhancement" means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

"Student Member Credit Card Account" means a Credit Card Account opened through an application coded by Bank as a student application.

4. The parties agree that the Reward Enhancement is part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by FIUF under the Agreement.

5. FIUF agrees to not endorse, sponsor, promote, aid, advertise, or develop a loyalty rewards program similar to the Reward Enhancement (other than Bank programs). Subject to the foregoing, all of FIUF's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

6. Subsections 1(e)(iii) and 1(e)(iv) of the Agreement are hereby amended by replacing "Florida State University" with "Florida International University".

7. Sections 1(k), 1(l) and 4 of the Agreement, as well as any reference to the terms "GIP", "GIP Account", or "Group Incentive Program" are hereby deleted from the Agreement in their entireties.

8. Section 3 of the Agreement is hereby amended by adding a new subsection (h) as follows:

"(h) Notwithstanding anything contained in the Agreement to the contrary, FIUF acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using FIUF's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless FIUF consents to Bank's use of the Marketing Lists for such purposes.

"Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g, Online Banking and \$0 Trade)."

9. Section 6 of the Agreement is hereby amended by adding a new subsection (c) as follows:

"(c) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify FIUF in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after FIUF's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to FIUF, upon ninety (90) days advance written notice."

10. The definitions of "Reward Credit Card Account", "Reward Enhancement", and "Reward GIP Account" added to Section 1 of the Agreement pursuant to Section 6 of the Amendment to the Affinity Agreement dated as of September 1, 2003 are hereby deleted entirely from the Agreement.

11. Section 7 of the Agreement is hereby deleted from the Agreement and replaced by the following new Section 7:

"Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services."

12. Section 11(e) of the Agreement is hereby deleted in its entirety and replaced with a new Section 11(e) as follows:

"(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify FIUF in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after FIUF's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to FIUF, upon ninety (90) days advance written notice."

13. Schedule A of the Agreement, as amended by Section 16 of the Amendment to the Agreement dated as of September 1, 2003, is hereby deleted in its entirety and replaced by a new Schedule A, attached hereto and made a part hereof, which includes a brief summary of certain of Bank's current (as of the Effective Date of this Addendum) student lending practices and credit education initiatives for students. FIUF acknowledges and agrees that those practices described

on Schedule A are subject to change at any time in Bank's discretion, including but not limited to, discontinuation of such practices and education initiatives. In the event that Bank permanently discontinues, in its discretion, the student lending practices and credit education initiatives described on Schedule A, and does not offer any alternatives to such, FIUF may notify Bank in writing that it no longer wishes to authorize Bank to directly market new account acquisition to students under the Agreement. FIUF agrees that any marketing campaigns that were in process and not able to be suspended either because there isn't sufficient time to stop the campaign(s), or because stopping would result in additional expense and cost to the Bank, may be completed, and/or FIUF shall reimburse Bank for such additional expense and cost. Further, FIUF acknowledges that upon Bank's receipt of such written notice, Bank shall reduce the amount of the next Advance payment due to FIUF by \$30,000.00, and Bank shall also deduct \$30,000.00 from each Advance payment made thereafter during the remainder of the term of the Agreement. If FIUF and Bank mutually agree that only direct mail and on-campus new account acquisition marketing channels targeting students shall be discontinued, Bank shall reduce the amount of the next Advance payment due to FIUF by \$15,000.00, and Bank shall also deduct \$15,000.00 from each Advance payment made thereafter during the remainder of the term of the Agreement.

14. Schedule B of the Agreement, as amended by Sections 13 through 20 of the Amendment to the Affinity Agreement dated as of September 1, 2003, is hereby deleted in its entirety and replaced with a new Schedule B, attached hereto and made a part hereof. For the sake of clarity, this means that the prior Advances and Guarantee provisions described in the September 1, 2003 Amendment are no longer applicable as of the Addendum Effective Date and neither FIUF nor Bank have any further obligation with respect thereto.

15. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Services or services under the Agreement may be offered through Bank affiliates.

16. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**FLORIDA INTERNATIONAL
UNIVERSITY FOUNDATION, INC.**

on behalf of the Florida International
University Alumni Association

FIA CARD SERVICES, N.A.

By: 

By: 

Name: SANDRA GONZALEZ-LEVY

Name: DAVID B. SMITH

Title: EXECUTIVE DIRECTOR

Title: SUP

Date: 10/31/08

Date: 11-25-08

SCHEDULE A

As of the Addendum Effective Date, the following is a brief description of certain of Bank's student lending practices and credit education initiatives.

These descriptions are included herein for the purposes of illustrating Bank's current efforts around educating students about the risks and responsibilities associated with using a credit card and how to become financially responsible. As described in this Agreement, these practices are subject to change, and/or modification, including discontinuation, at any time, in Bank's discretion.

1. Students must be at least 18 years of age to apply for and be approved by Bank for a student credit card account.
2. Credit lines on Bank's student credit card accounts are generally lower than credit lines assigned on Bank's non-student credit card accounts.
3. Bank does not increase the annual percentage rate on student credit card accounts based on non-payment, late payment, going over the credit limit, or any other reason (note: FIUF acknowledges and understands that the Bank does increase the annual percentage rates on alumni credit card accounts for such reasons).
4. Bank will send, if elected by the student cardholder, e-alerts notifying the student cardholder when they have reached their credit limit and/or sending reminders when payments are due.
5. Bank offers education to students both online at the Bank's website, and in the student credit card account fulfillment package which provides some basic information on money management, how credit cards work, and information regarding other key credit education subjects such as the importance of building and maintaining a good credit history.

SCHEDULE B

During the term of this Agreement, Bank will pay FIUF a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for FIUF employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth (12th) month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Non-Student Member Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Member Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD ACCOUNTS

Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Accounts.

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within

the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Account which, after opening, converts to a Reward, or for any Reward GIP Account.

2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Reward Credit Card Account; and annual anniversary of the month in which the Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bcts, lottery tickets, or casino gaming chips).

C. EMERGING ACCOUNTS

Emerging Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Accounts.

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Emerging Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are

cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

D. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

E. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

F. DEPOSIT ACCOUNTS

During the term of this Agreement, FIUF will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section F, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to FIUF on any existing deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (4) below, or otherwise.

1. 0.10% (ten basis points) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
2. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
3. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
4. 0.10 % (ten basis points) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

G. ROYALTY ADVANCES

1. Within forty-five (45) days of October 1, 2008, and upon each of October 1, 2009, October 1, 2010, October 1, 2011, October 1, 2012, October 1, 2013, and October 1, 2014 during the initial term of this Agreement, Bank shall pay to FIUF the sum of three hundred fifteen thousand dollars (\$315,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below and the terms described above in Paragraph 13. All Royalties accrued shall, in lieu of direct payment to FIUF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to FIUF as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to FIUF hereunder,

and (y) FIUF hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to December 31, 2015;
- (ii) FIUF breaches any of its obligations under this Agreement and such breach is not cured within sixty (60) days following written notice thereof. FIUF agrees that Bank is not obligated to make any Advance(s) pursuant to this Section G.1 while FIUF is in breach of any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at all athletics venues during each consecutive twelve month period during the term of the Agreement; Bank acknowledges that poster may not be available in the FIU Arena if FIUF enters into an exclusive naming rights agreement with respect to the FIU Arena, however FIUF agrees that any such exclusive naming rights arrangement shall not otherwise conflict with or impact the terms of this Agreement, including, but not limited to the exclusivity promises.
- (vi) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at the student center of Florida International University (currently known as the Graham Student Center) up to four (4) days per week during the first three weeks of both the fall and spring semesters and two (2) days per week thereafter, for each consecutive twelve month period during the term of the Agreement; and
- (vii) FIUF, FIUAA, or Florida International University sponsors, advertises, promotes, or markets any Financial Services of any entity other than Bank (i.e., by permitting any third party (including any other financial institution) to use the Trademarks, including the FIU names and/or logos as part of a promotion of a Financial Services). This limitation shall not apply to the South Beach Wine and Food Festival, provided, however, that

FIUF, FIUAA, and Florida International University do not promote any Financial Services as a result of such sponsorship.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to FIUF in prior years, and pays FIUF Royalties accrued by FIUF over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

H. ROYALTY GUARANTEE

FIUF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than two million two hundred five thousand dollars (\$2,205,000) (the "Guarantee Amount") by December 31, 2015, subject to the provisions set forth below and above in Paragraph 13. If on the last day of the full initial term of this Agreement FIUF has not accrued \$2,205,000 (less the amount of reductions permitted by the terms of Paragraph 13 if applicable) in Royalties, Bank will pay FIUF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by FIUF during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1st day of November, 2009 (the "Addendum Effective Date") by and between Florida International University Foundation, Inc. ("FIUF"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, FIUF and Bank are parties to an Affinity Agreement dated as of August 24, 1998, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of FIUF; and

WHEREAS, FIUF and Bank mutually desire to modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, FIUF and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. Section 1(e) is hereby deleted from the Agreement in its entirety and replaced by the following new Section 1(e):

(e) **"Mailing List"** means an updated and current list (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of (i) alumni of Florida International University; (ii) members of Florida International University Alumni Association; (iii) faculty and staff of Florida International University; (iv) season ticket holders to any Florida International University athletic team; (v) and/or other potential participants mutually agreed to FIUF and Bank, each of whom are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics. As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names of students of Florida International University.

3. The parties agree that as of the Addendum Effective Date, and for the remainder of the term and any renewal terms, Bank will not pay Royalties to FIUF for Student Member Credit Card Accounts.

4. Section 12(f)(2) of the Agreement is hereby deleted in its entirety and replaced by the following new Section 12(f)(2):

"(2) If to FIA:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

5. Section A of Schedule B, as amended by the Term Extension Addendum dated as October 31, 2008 is hereby deleted from the Agreement in its entirety and replaced with the following new Section A:

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“A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).”

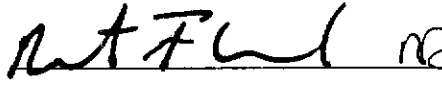

6. Sections D, E, and G.1.vi of Schedule B, as amended by the Term Extension Addendum dated as October 31, 2008, are hereby deleted from the Agreement in their entireties.

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**FLORIDA INTERNATIONAL
UNIVERSITY FOUNDATION, INC.**

FIA CARD SERVICES, N.A.

By: <u></u>	By: <u></u>
Name: <u>Robert F. Conrad</u>	Name: <u>MICHAEL L PROCTOR JR</u>
Title: <u>VP Advancement, Exec. Dir. FIU Fdn.</u>	Title: <u>SVP</u>
Date: <u>1/14/10</u>	Date: <u>3.17.2010</u>